

**CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-093
ANNUAL REQUIREMENTS FOR
OUTDOOR RECREATION EQUIPMENT**

DATE: May 11, 2006

CONTRACT PERIOD: May 1, 2006 thru April 30, 2007

CONTRACTOR: Fry & Associates, Inc.
101 East 15th Avenue
No. Kansas City, MO 64116

**PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410**

Company Representative: John O. Fry
Telephone No.: 800-444-9787
FAX No.: 816/221-4831
E-Mail Address: frysales@fryinc.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Category I - Playground Equipment

- 1.1 Playworld Systems - 25% discount on playmaker systems only
- 1.2 Playworld Systems - 20% discount on all other playworld systems items

Category II - Synthetic Surfacing

- 2.1 Dodge-Regupol - 10% discount
- 2.2 Playscape Systems - 10%

Category III - Park Benches, Trash Receptacles & Picnic Tables

- 3.1 Wabash Valley ONLY - 10% discount

Category IV - Outdoor Team Sports Equipment

- 4.1 Bison - 25% discount
- 4.2 Bison - 25% discount

Category V - Pre-Engineered Shelter Systems

- 5.1 Classic Recreation - 15% discount
- 5.2 Classic Recreation - 15% discount
- 5.3 Superior Shade - 10%

Category VI - Pre-Engineered Outdoor Skate Ramps

- 6.1 RhinoSkate Park Systems & Woodward Ramps & Rails only -10% discount

Category VII - Other Manufacturers Offered

- 7.1 List Minus -10%
- 7.1 Freight charges will be applied

Category VIII - Installation Services Offered

- 8.1 30% of equipment cost - min. \$1,300.00

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #76239
Dated: 05/08/06

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**RFP ANNUAL REQUIREMENTS
FOR
OUTDOOR RECREATION EQUIPMENT**

SPECIFICATION 06-093

**Contractor:
FRY ASSOCIATES, INC.
101 E. 15TH AVENUE
NORTH KANSAS CITY, MO 64116**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 31st day of March 2006, by and between Fry & Associates, Inc., 101 E. 15th Ave., North Kansas City, MO 64116 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for Outdoor Recreation Equipment
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Pricing as stated in your proposal

CONTRACT AGREEMENT

The commodities included in this Contract shall be for one (1) year period commencing on or about May 1, 2006 through April 30, 2007 with the option for two (2) additional annually renewable terms.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Executive or No. _____
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Name of Corporation

Secretary (SEAL)

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

extra

**REQUEST FOR PROPOSAL
OUTDOOR RECREATION EQUIPMENT
SPECIFICATION NO. 06-093
PROPOSAL OPENING TIME: 12:00 NOON
DATE: WEDNESDAY, March 01, 2006**

ADDENDA RECEIPT: The receipt of the addenda to the specification number _____ through _____ is hereby acknowledged. Failure of any Proposer to receive any addenda or interpretation shall not relieve the Proposer from obligations specified in the proposal request. All addenda shall become part of the final contract document.

The undersigned summitters, having full knowledge of the requirements of City of Lincoln for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, materials and equipment in strict accordance with the plans and specifications as prepared by the City for the consideration of the amount set forth in the following proposal price schedule.

PROPOSAL PRICE SCHEDULE:

FREIGHT FOR ALL CATEGORIES: All pricing is to be F.O.B. Lincoln (to the site indicated on the order). "Dollar Volume" range offered on "Freight Schedule #A" shall be defined: To one manufacturer, unless otherwise indicated by the Proposer. NOTE: if necessary more than one freight schedule may be offered (attach additional to proposal and indicate terms/conditions).

FREIGHT SCHEDULE #A

Dollar Volume Ordered/Manufacturer		Frt. % Added	
Minimum:	\$ 0 to \$ 2500.00	Add 10	% to order
	\$ 2501.00 to \$10,000.00	Add 5	% to order
	\$ 10001.00 to \$20000.00	Add 2	% to order
	\$20001.00 and Above	FREE FREIGHT	

NOTE: See "General Equipment Specifications" & "Sample Equipment Specifications".

1. CATEGORY I - PLAYGROUND EQUIPMENT

1.1 Manufacturer(s) Proposed: Playworld Systems

Discount Offered: List Price - 25 % On Playmaker Systems Only

1.2 Manufacturer(s) Proposed: Playworld Systems

Discount Offered: List Price - 20 % On all other Playworld Systems Items

SAMPLE EQUIPMENT PRICING: (See "Sample Equipment Specifications")

1.2.1	Modular Structure #1:	FOB Lincoln, NE	<u>\$26756.25</u>
1.2.2	Modular Structure #2:	FOB Lincoln, NE	<u>\$13564.50</u>
1.2.3	Tire Swing Unit:	FOB Lincoln, NE	<u>\$1596.00</u>
1.2.4	Free Standing Two Bay, Arch Swing Unit:	FOB Lincoln, NE	<u>\$1672.80</u> , includes swing seats and chains
1.2.5	Free Standing 6' High 360 Degree Slide Unit:	FOB Lincoln, NE	<u>\$1596.00</u>

WARRANTY: See following page for warranty information

2. **CATEGORY II - SYNTHETIC SURFACING**

2.1 Manufacturer(s) Proposed: Dodge-Regupol

Discount Offered: List Price - 10 %

2.2 Manufacturer(s) Proposed: Playscape Systems

Discount Offered: List Price - 10 %

SAMPLE EQUIPMENT PRICING: (See "Sample Equipment Specifications")

2.2.1 Synthetic Surface # 2.1 (Pre-molded) - FOB Lincoln NE

Price per square foot = \$ 6.13

2.2.2 Synthetic Surface of # 2.2 (poured in place):

Price per square foot = \$ 8.72 depending on size of project

Prepared acceptable sub-base to be Cement, asphalt, compacted gravel

WARRANTY: See following pages

3. **CATEGORY III - PARK BENCHES, TRASH RECEPTACLES AND PICNIC TABLES**

3.1 Manufacturer: Wabash Valley only

Discount Offered: List Price - 10 %

SAMPLE EQUIPMENT PRICING: (See "Sample Equipment Specifications")

3.1.1 6' Steel Bench: = \$ 457.20 (model #CN420D)

3.1.2 Trash Receptacles: = \$ 207.90 (model #LR300D/LR310N/FT100N)

3.1.3 Picnic Table: = \$ 459.00 (model #SG111D)

WARRANTY: See following pages

4. **CATEGORY IV - OUTDOOR TEAM SPORTS EQUIPMENT**

4.1 Manufacturer(s) Proposed: Bison

Discount Offered: List Price - 25 %

4.2 Manufacturer(s) Proposed: Bison

Discount Offered: List Price - 25 %

SAMPLE EQUIPMENT PRICING: (See "Sample Equipment Specifications")

4.2.1 Basketball System: FOB Lincoln NE = \$ 473.00 (model #BA775 w/BA495)

4.2.2 Portable Soccer Goal: FOB Lincoln NE = \$ 1445.36 (model #SC2480PA24 w/SC1

4.2.3 Aluminum Five (5) Row Bleacher: FOB Lincoln NE = \$ 3681.00

WARRANTY: See following pages

5. **CATEGORY V - PRE-ENGINEERED SHELTER SYSTEMS**

5.1 Manufacturer(s) Proposed: Poligon® or Approved Equal Classic Recreation

Discount Offered: List Price - 15 %

5.2 Manufacturer(s) Proposed: Classic Recreation

Discount Offered: List Price - 15 %

5.3 Manufacturer(s) Proposed: Superior Shade

Discount Offered: List Price - 10 %

SAMPLE EQUIPMENT PRICING: (See "Sample Equipment Specifications")

5.3.1 20' X 20' Steel Picnic Shelter: FOB Lincoln NE = \$ 8120.00

5.3.2 20' Diameter Umbrella Shade Structure: FOB Lincoln NE = \$ 1800.00

5.3.3 25 ft. Bridge System: FOB Lincoln NE = \$ _____

WARRANTY: See following pages

6. CATEGORY VI - PRE-ENGINEERED OUTDOOR SKATE RAMPS

6.1 Manufacturer(s) Rhino® Skate Park Systems and Woodward® Ramps and Rails only

Discount Offered: List Price - 10 %

SAMPLE EQUIPMENT PRICING: (See "Sample Equipment Specifications")

6.1.1 Sample Equipment/Layout

WARRANTY: See following pages

7. CATEGORY VII - OTHER MANUFACTURERS OFFERED

This proposal response schedule is not designed to be an all-inclusive composite of the outdoor recreation equipment needs for the City; we estimate between 10% - 15% of our needs will not be accommodated by the prices secured in the proposal schedule. We are asking for a List Price minus set discount percentage commitment from interested vendors who wish to provide equipment and services outside of the proposal response schedule set forth herein.

7.1 To provide equipment not listed in the proposal

Schedule, I/We extend the City the following offer: LIST MINUS 10 %

7.1.1 Will freight charges be applied as per "Schedule #A": X Yes No

COMMENTS

8. CATEGORY VIII - INSTALLATION SERVICES OFFER

It is standard policy of the City to provide our own labor, equipment and supplies necessary to provide complete usable installations of the outdoor recreation equipment specified herein. However, on occasion we may request the Successful Contractor to provide this service (if available).

8.1 Does your firm offer installation services? X Yes No

COMMENTS:

8.2 Would you be willing to offer the City a set price schedule on installation work (example: Cost Plus Set % or a flat % of the equipment total) X Yes No

EXPLAIN: 30% of equipment cost – Minimum \$1300.00

9. CATEGORY IX - CLARIFICATION OF THE OFFER

9.1 The Contractor will provide annotations on each delivery ticket for equipment delivered indicating: 1) individual placing order; 2) order date; 3) delivery location; 4) delivery date; 5) brief synopsis of order; 6) unit price of each item submitted; 7) the total price billed on the order and 8) project location

Do you concur? X Yes No

9.2 The successful contractor may be requested to coordinate with City Parks & Recreation Dept., to offer assistance in equipment selection (primarily to provide computer generated modular playground equipment design drawings in an electronic CAD file)

Do you concur? X Yes No

9.3 The equipment proposed meets or exceeds the CPSC and ASTM Playground Safety Guidelines

Do you concur? X Yes No

9.4 What is your proposed procedure for resolving disputes regarding the following categories:

- 1) Poor or unsatisfactory service;
- 2) Poor or unsatisfactory quality of equipment or work provided;
- 3) Billing disputes

COMMENTS:

10. CATEGORY X - CLARIFICATION OF THE OFFER

10.1 All pricing must remain firm for the first 1 year of the contract, there after prices may be adjusted only once annually. The City requires a 30 day notification of price changes for items featured on the proposal schedule. All price decreases will be automatically passed on to the City.

Do you concur? X Yes No

10.2 Year One (1). Plus maximum overall increase not to exceed 5 %/yr. Contractor to provide supporting documentation on any proposed increase.

10.3 Year Two (2). Plus maximum overall increase not to exceed 10 %/yr. Contractor to provide supporting documentation on any proposed increase. (See General Terms & Conditions "Option to Extend" and "Escalation/De-escalation")

10.4 Year Three (3) Plus maximum overall increase not to exceed 15 %/yr. Contractor to provide supporting documentation on any proposed increase. (See General Terms & Conditions "Option to Extend" and "Escalation/De-escalation")

10.5 Year Four (4) Plus maximum overall increase not to exceed 20 %/yr. Contractor to provide supporting documentation on any proposed increase. (See General Terms & Conditions "Option to Extend" and "Escalation/De-escalation")

11. CATEGORY XI - SUBMITTAL CHECK LIST

11.1 Check below if you have enclosed the following information with your response:

X Reference list X Brief Co. Background X Equipment List Manufacturer's X
Sample quote/order confirmation form with product literature

11.2 Will you provide the described Insurance Certificates: X Yes No

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

PROPOSED ASSIGNED City LIAISON: Bill Weddle, Park Planner, Lincoln Parks & Recreation

NOTE: RETURN 5 COPIES OF PROPOSAL OFFER & SUPPORTING MATERIAL

MARK OUTSIDE OF PROPOSAL ENVELOPE: SEALED FOR SPEC. NO. 06-093

The undersigned signatory of the proposer represents and warrants that he has full and complete authority to submit this offer to City of Lincoln, and to enter into a contract if this offer is accepted

Fry & Associates, Inc

COMPANY NAME

101 E 15th Ave.

STREET ADDRESS or PO BOX

North Kansas City, MO 64116

CITY, STATE

ZIP

(816) 221-4825 (816) 221-4831

TELEPHONE No.

FAX No.

Frysales@fryinc.com

E-MAIL ADDRESS

BY:
(Signature)

(Print Name)

Bradley S. Wright

(Title)

Inside Sales Support

(Date)

February 24, 2006

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and reviewed by a Purchasing Agent. Bid tabulations can be viewed on our website at: Lincoln.ne.gov Keyword: Bid The Intent to Award will be listed on the website when a recommendation is received from the Department.